

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422652

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amending Security Agreement filed April 5, 2012 at Reel/Frame 4757/0747 to change lender to Harvest Capital Credit Corporation and add Trademark Registration No. 4367904		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Safety Services Acquisition Corporation		03/29/2017	Corporation: DELAWARE
Safety Sam, Inc.		03/29/2017	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harvest Capital Credit Corporation		
<b>Street Address:</b>	767 Third Street		
<b>Internal Address:</b>	25th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4263273	SAFETY SERVICES COMPANY	
<b>Registration Number:</b>	4367904	SS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559831		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(404) 322-6165		
<b>Email:</b>	ip@nelsonmullins.com		
<b>Correspondent Name:</b>	Lloyd G. Farr		
<b>Address Line 1:</b>	Nelson Mullins Riley & Scarborough LLP		
<b>Address Line 2:</b>	100 North Tryon Street, 42nd Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Lloyd G. Farr		
<b>SIGNATURE:</b>	/Lloyd G. Farr/		
<b>DATE SIGNED:</b>	04/05/2017		

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**Total Attachments: 7**

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**AMENDMENT TO SUBORDINATED INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

This Amendment to Subordinated Intellectual Property Security Agreement, dated as of March 29, 2017 (this “**Amendment**”), is made by and among **SAFETY SERVICES ACQUISITION CORPORATION**, a Delaware corporation (“**Parent**”), **SAFETY SAM, INC.**, an Arizona corporation (“**Opco**”; Parent and Opco are sometimes hereinafter referred to as “**Borrower**” and “**Borrowers**”), and **HARVEST CAPITAL CREDIT CORPORATION**, a Delaware corporation (together with its successors and assigns, the “**Lender**”), as successor to **HARVEST CAPITAL CREDIT LLC**, a Delaware limited liability company.

**RECITALS**

**WHEREAS**, the Borrowers and Lender previously entered into that certain Subordinated Intellectual Property Security Agreement, dated April 5, 2012 (the “**Original IP Security Agreement**”), made by the Borrowers in favor of Lender, which is recorded at Reel/Frame 4757/0747 in the United States Patent and Trademark Office; and

**WHEREAS**, the Borrowers and Lender wish to (i) acknowledge that Harvest Capital Credit Corporation, as successor to Harvest Capital Credit LLC, is now entitled to and bound by all of the rights, benefits, duties, and obligations of Harvest Capital Credit LLC under the Original IP Security Agreement, including the security interest in the Intellectual Property (as defined in the Original IP Security Agreement), and (ii) update Exhibit B to the Original IP Security Agreement to reflect the currently registered trademarks of the Borrowers.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. Acknowledgement of Succession. The Borrowers hereby acknowledge that Harvest Capital Credit Corporation, as successor to Harvest Capital Credit LLC, is entitled to and bound by all of the rights, benefits, duties, and obligations of Harvest Capital Credit LLC under the Original IP Security Agreement, including the security interest in the Intellectual Property.
2. Replacement of Exhibit B. Exhibit B to the Original IP Security Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
3. Reaffirmation of Representations and Warranties. Each of the Borrowers represents that the representations and warranties of, or made with respect to, the Borrowers contained in Section 3 of the Original IP Security Agreement are true and correct in all material respects at and as of the date hereof (except that (i) with respect to any representation or warranty that is deemed to be made or true as of the “Closing Date” or the date of the Original IP Security Agreement, such representation or warranty shall instead be true and correct as if “Closing Date” or the date of the Original IP Security Agreement was replaced with the date of this Amendment and (ii) if a representation or warranty is qualified by materiality or “Material Adverse Effect”, such representation or

warranty shall be true and correct in all respects at and as of the date hereof (subject to clause (i)).

4. Original IP Security Agreement. Except as expressly provided hereby in this Amendment, all of the representations, warranties, covenants, terms, and conditions of the Original IP Security Agreement are unaffected by this Amendment and shall continue to be, and remain, in full force and effect in accordance with their respective terms as if fully restated herein.

5. Benefits. This Amendment shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Amendment shall be deemed to have been made in the State of New York and the validity of this Amendment, its construction, interpretation, and enforcement, and the rights and obligations of the parties hereunder, shall be determined under, governed by, and construed in accordance with, the internal laws of the State of New York, without regard to conflicts of law or choice of law principles which would require the application of the laws of any other state or jurisdiction.

7. **SUBMISSION TO JURISDICTION. EACH OF THE BORROWERS HEREBY IRREVOCABLY AND UNCONDITIONALLY:**

**(i) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AMENDMENT (OR THE ORIGINAL IP SECURITY AGREEMENT, AS AMENDED BY THIS AMENDMENT), OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK AND APPELLATE COURTS FROM ANY THEREOF;**

**(ii) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; AND**

**(iii) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO SUCH PARTY AT SUCH PARTY'S ADDRESS SET FORTH IN THE LOAN AGREEMENT (AS**

DEFINED IN THE ORIGINAL IP SECURITY AGREEMENT) OR AT SUCH OTHER ADDRESS OF WHICH THE LENDER SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. EACH PARTY AGREES THAT SUCH SERVICE, TO THE FULLEST EXTENT PERMITTED BY LAW (a) SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON SUCH PARTY IN ANY SUIT, ACTION OR PROCEEDING, AND (b) SHALL BE TAKEN AND HELD TO BE VALID PERSONAL SERVICE UPON AND PERSONAL DELIVERY TO SUCH PARTY. NOTHING HEREIN SHALL AFFECT THE LENDER'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR LIMIT THE LENDER'S RIGHT TO BRING PROCEEDINGS AGAINST SUCH PARTIES IN ANY COURT OR ANY OTHER JURISDICTION.

8. JURY TRIAL WAIVER. EACH OF THE BORROWERS AND THE LENDER HEREBY IRREVOCABLY AND KNOWINGLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW), AS SEPARATELY BARGAINED FOR CONSIDERATION TO THE LENDER, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) ARISING OUT OF THIS AMENDMENT, THE ORIGINAL IP SECURITY AGREEMENT AS AMENDED BY THIS AMENDMENT, OR ANY TRANSACTIONS RELATED HERETO OR THERETO, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT A JURY. EACH OF THE BORROWERS AND THE LENDER ACKNOWLEDGES THAT SUCH PARTY HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING THE MEANING AND EFFECT OF THIS PARAGRAPH.

9. Counterparts. This Amendment may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

10. Entire Agreement. This Amendment, together with the Original IP Security Agreement, the Loan Agreement, and the other Loan Documents (as defined in the Loan Agreement), contain the entire agreement of the parties with respect to the subject matter hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrowers and the Lender have duly executed this Amendment to Subordinated Intellectual Property Security Agreement as of the date first written above.

**BORROWERS:**

**SAFETY SAM, INC.**

By: \_\_\_\_\_

Name: Benjamin Brien

Its: Chief Financial Officer

**SAFETY SERVICES ACQUISITION  
CORPORATION**

By: \_\_\_\_\_

Name: Jonathan Cheek

Its: Vice President

**LENDER:**

**HARVEST CAPITAL CREDIT  
CORPORATION**

By: \_\_\_\_\_

Name: Ryan T. Magee

Its: Director

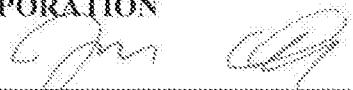
IN WITNESS WHEREOF, the Borrowers and the Lender have duly executed this Amendment to Subordinated Intellectual Property Security Agreement as of the date first written above.

**BORROWERS:**

**SAFETY SAM, INC.**

By: \_\_\_\_\_  
Name: Benjamin Brien  
Its: Chief Financial Officer

**SAFETY SERVICES ACQUISITION  
CORPORATION**

By:  \_\_\_\_\_  
Name: Jonathan Cheek  
Its: Vice President

**LENDER:**

**HARVEST CAPITAL CREDIT  
CORPORATION**

By: \_\_\_\_\_  
Name: Ryan T. Magee  
Its: Director

**IN WITNESS WHEREOF**, the Borrowers and the Lender have duly executed this Amendment to Subordinated Intellectual Property Security Agreement as of the date first written above.

**BORROWERS:**

**SAFETY SAM, INC.**

By: \_\_\_\_\_  
Name: Benjamin Brien  
Its: Chief Financial Officer

**SAFETY SERVICES ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name: Jonathan Cheek  
Its: Vice President

**LENDER:**

**HARVEST CAPITAL CREDIT CORPORATION**


By:  \_\_\_\_\_  
Name: Ryan T. Magee  
Its: Director




Exhibit A

Exhibit B

TRADEMARKS

**A. TRADEMARKS**

*1. Registered Trademarks with USPTO*

<i>Mark</i>	<i>Classes</i>	<i>Registration Date and Registration Number</i>	<i>Register</i>
SS 	IC 016  US 002, 005, 022, 023, 029, 037, 038, 050	July 16, 2013  4367904	U.S. Federal
Safety Services Company  <i>Safety Services Company</i>	IC 016  US 002, 005, 022, 023, 029, 037, 038, 050	December 25, 2012  4263273	U.S. Federal

*2. Other Unregistered Tradenames*

SafetyGrade